

NEW YORK STATE COMMISSION ON ETHICS  
AND LOBBYING IN GOVERNMENT

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*In the Matter of*

Lolita Davis,

Respondent.

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**SETTLEMENT AGREEMENT**

COELIG Case No. 24-106

1. This settlement agreement is entered into by and between the New York State Commission on Ethics and Lobbying in Government (the "Commission") and Lolita Davis (the "Respondent").
2. The Commission is the New York State agency responsible for administering and enforcing Sections 73 and 74 of the New York State Public Officers Law ("POL").
3. This memorandum of agreement constitutes the entire agreement between the Commission and the Respondent. There are no promises, agreements, or conditions, express or implied, other than those set forth in this document. No modification, deletion, or addition to this agreement will be valid or binding on either party unless put into writing and signed by all parties.
4. This agreement shall become effective upon execution by the Commission, or its designee, and it is understood that this agreement is not confidential and will be made public in accordance with the provisions set forth in Executive Law §§ 94(10)(p)(ii), (12)(a)(iii), and (13)(b), and 19 NYCRR Part 941.16.
5. The Respondent has agreed to resolve this matter in a manner that avoids additional administrative and/or adjudicatory proceedings. As such, the Respondent stipulates to the following facts and conduct:
  - a. The Respondent is currently employed by the New York State Office for People With Developmental Disabilities ("OPWDD") as a Direct Support Assistant.
  - b. While employed by OPWDD, the Respondent accepted and misused her position to obtain gifts and unwarranted privileges from a subordinate employee and engaged in conduct that gave a reasonable basis for the impression that a person could improperly influence and/or unduly enjoy the Respondent's favor and that could have raised suspicion among the public that Respondent was likely engaged in acts in violation of Respondent's trust.
  - c. POL §§ 73(5)(a) and 74(3)(d), (f), and (h) set forth specific standards of conduct for state officers and employees and provide, in pertinent part, that:

73(5)(a) No...state officer or employee...shall, directly or indirectly: solicit, accept, or receive any gift having more than a nominal value, whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her, or could reasonably be expected to influence him or her, in the performance of his or her official duties or was intended as a reward for any official action on his or her part...

74(3)(d) No officer or employee of a state agency . . . should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.

74(3)(f) An officer or employee of a state agency...should not by his or her conduct give reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.

74(3)(h) An officer or employee of a state agency . . . should endeavor to pursue a course of conduct which will not raise suspicion among the public that he or she is likely to be engaged in acts that are in violation of his or her trust.

d. The Commission's investigation found the following:

- i. On or about February 20, 2024, as a gift for Respondent's birthday, a subordinate employee gave Respondent a Michael Kors handbag valued at approximately \$196.88.
- ii. On or about April 8, 2024, while in the workplace, the Respondent showed the subordinate employee a photograph of a Louis Vuitton handbag, valued at \$1,890.00, and explained how she could not afford to purchase the handbag due to her rent payments. The subordinate employee responded, "[i]'ll get it for you" but "I don't know how to order it." Respondent then stated, "[g]ive me your card, I'll order it." The subordinate employee then gave the Respondent her bank card, and the Respondent ordered the handbag. The order was ultimately canceled because of a mailing issue. However, after Respondent repeatedly asked the subordinate employee when the handbag would arrive, on or about April 10, 2024, the subordinate employee went to the bank and withdrew \$2,000.00 in U.S. currency. The

subordinate employee then went to their assigned work location and gave the Respondent \$2,000.00 in place of the handbag, which Respondent accepted.

- iii. On or about June 13, 2024, Respondent called the subordinate employee and said, "I need some coins." Respondent further stated, "[m]y mom needs some coins. Going to the casino." On or about June 13, 2024, the subordinate employee withdrew \$200.00 in U.S. currency. The subordinate employee then drove to their assigned work location and on arrival, sent a text message to Respondent stating, "[h]i Lola, I'm outside. Do you want me to come in or do you wanna come outside?" Respondent responded, "I'm talking to [OPWDD employee] my car door unlocked." The subordinate employee then responded with a "thumbs up" emoji and placed \$250.00 inside Respondent's vehicle. Respondent later responded, "[t]hank you," and on June 15, 2024, Respondent sent the subordinate employee a text message stating, "[h]ello how are you. My mom said thank you so much."
- iv. During Respondent's tenure as the subordinate employee's supervisor, the subordinate employee also made Respondent breakfast and bought Respondent lunch up to three times per week. The subordinate employee's husband also bought Respondent dinner at a restaurant, and in discussions with the subordinate employee, Respondent told the subordinate employee that the subordinate employee could not get in trouble in the workplace because Respondent was very good friends with Respondent's supervisor. Further, the Respondent told the subordinate employee to keep their interactions with each other "confidential," and Respondent would support the subordinate employee, however, "...after a year, the state will decide if they are going to keep [subordinate employee] or let [subordinate employee] go," since the subordinate employee was still in a probationary employment status at OPWDD.
- e. As a result of the Commission's investigation, which was conducted jointly with OPWDD's Labor Relations Unit, on December 19, 2024, Respondent was served with a Notice of Discipline in relation to the above conduct. Further, on that date, Respondent was suspended without pay.
- f. On April 1, 2025, Respondent entered into a Stipulation of Settlement with OPWDD to satisfy and settle the December 19, 2024, Notice of Discipline. Terms of the Stipulation of Settlement included:
  - i. Effective April 2, 2025, Respondent was reinstated by OPWDD but was permanently demoted from her Grade 13 Developmental Assistant 2 position, making \$63,169 per annum, to a Grade 9 Direct Support Assistant position, making \$50,884 per annum.


- ii. Respondent received no backpay for the roughly 15-week period of suspension without pay. This resulted in approximately \$19,322.51 of lost pay for Respondent.
- iii. Respondent agreed to never seek a promotion to a supervisory position within OPWDD.

6. Respondent admits that her above-described conduct constitutes POL violations pursuant to §§ 73(5)(a) and 74(3)(d), (f), and (h). Further, the Commission accepts in full satisfaction of the above-described POL violations, the disciplinary penalties outlined in OPWDD's Stipulation of Settlement.

7. Respondent agrees not to take any action or to make, permit to be made, authorize, or agree to any public statement denying, directly or indirectly, any finding or acknowledgment in this agreement or creating the impression that this agreement is without factual basis.

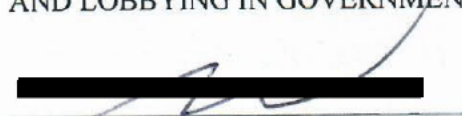
8. By signing below, Respondent acknowledges reading this agreement in its entirety, and understanding all terms and conditions of this agreement, and having done so, knowingly, voluntarily, and freely enters into this agreement. Respondent is represented by Steven M. Klein, of the Civil Service Employee Association ("CSEA"), located at 143 Washington Ave., Albany, NY 12210.

ACCEPTED AND AGREED TO BY:

  
Lolita Davis  
Respondent

08.26.25  
Date

NEW YORK STATE COMMISSION ON ETHICS  
AND LOBBYING IN GOVERNMENT

  
Sanford N. Berland  
Executive Director

9/4/2025  
Date